187 Mass. 306, 3 A. & E. Ann. Cas. 81 and note. Some courts will, however, enjoin the collection of judgments procured by perjury of the plaintiff, when the defendant was not guilty of negligence in not procuring other testimony. *Stowell et al.* v. *Eldred,* 26 Wis. 504. In the principal case the facts, on the basis of which relief is asked, might have been discovered at the trial by a rigid cross-examination, so petitioner has not shown himself entitled to equitable relief under any rule.

LICENSE—REVOCABILITY WHEN LICENSEE HAS GONE TO EXPENSE IN RELIANCE THEREON.—Water flowed to plaintiff's house from a spring on defendant's land through a pipe installed by plaintiff's predecessor in title at his own expense and with the knowledge of the then owner of defendant's land. Plaintiff sought to enjoin defendant from interfering with the flow of the water. *Held,* that a license to take the water could be inferred from the circumstances, and that the license would be irrevocable during the ordinary life of the pipe. *Phillips* v. *Cutler,* (Vt. 1915) 95 Atl. 487.

There is considerable confusion in the law as to the revocability of a license to maintain a burden on the land after the licensee has incurred expense in creating the burden. By what is probably the weight of authority such a license is revocable at the will of the licensor, and the licensee has no remedy at law or in equity. *Collins Co. v. Marcy,* 25 Conn. 239; *Pitzman* v. *Boyce,* 111 Mo. 387; *Lawrence* v. *Springer,* 49 N. J. Eq. 289; *Crosdale* v. *Lannigan,* 129 N. Y. 604; *Nowlin Lumber Co. v. Wilson,* 119 Mich. 406; *Great Falls Water Works Co.* v. *Great Northern Ry. Co.,* 21 Mont. 487; *Thoemke* v. *Fielder,* 91 Wis. 386; *Minneapolis Mill Co. v. Minneapolis, etc. Ry. Co.,* 51 Minn. 304; *Houston* v. *Lafee,* 46 N. H. 505; *Hodgkins* v. *Farrington,* 150 Mass. 19; *Beck* v. *Louisville, etc. Ry.,* 65 Miss. 172; *Carter* v. *Harlan,* 6 Md. 20; *Jackson & Sharp Co.* v. *Philadelphia, etc. Ry.,* 4 Del. Ch. 180. Many courts, however, following the lead of *Rerick* v. *Kern,* 14 Serg. & R. (Pa.) 267, afford the licensee relief on equitable grounds. Some of these cases proceed on the theory that the licensor is estopped to revoke the license, *Clark* v. *Glidden,* 60 Vt. 702; others find a parol contract for the right to maintain the burden and, considering the incurring of expense as part performance, decree specific performance, *Gilmore* v. *Armstrong,* 48 Neb. 92; and a few consider the licensor a trustee *ex maleficio, Flickinger* v. *Shaw,* 87 Cal. 126. The conception underlying this line of authorities is that it would be a fraud upon the licensee to allow the licensor to revoke. *Ferguson* v. *Spencer,* 127 Ind. 66; *Wynn* v. *Garland,* 19 Ark. 23; *Metcalf* v. *Hart,* 3 Wyo. 513; *Curtis* v. *Hydraulic Co.,* 20 Or. 34; *Cook* v. *Pridgen,* 45 Ga. 331. Some cases go so far as to give this relief when the action is at law. *Rhodes* v. *Otis,* 33 Ala. 578; *Wilson* v. *Chalfant,* 15 Ohio 248. The result of this rule is to transfer an interest in land without an instrument in writing in contravention of the Statute of Frauds. *Crosdale* v. *Lannigan, supra,* at 609; *Desloge* v. *Pearce,* 38 Mo. 588 at 599; *St. Louis Nat. Stock Yards* v. *Wiggins Ferry Co.,* 112 Ill. 384. It would seem that none of the equitable doctrines is applicable to the facts of the principal case. That element of fraud necessary to found an estoppel or raise a trust

is not present. There is no evidence of any contract that could be specifically enforced. On the general topic of the revocability of licenses, see 7 MICH. LAW REV. 660, 13 MICH. LAW REV. 401.

NAVIGABLE WATERS—DOCK AT END OF STREET.—Defendant owned a tract of land on the water-front of Long Island Sound, through which ran a street of the plaintiff city. Plaintiff city had erected a dock at the end of the street. In condemnation proceedings brought by the city to secure defendant's land, the city claimed that as it, having an easement extending from the terminus of the street to the navigable waters of the sound, had of right erected its dock, thereby depriving defendant of the use of this strip of land, she should only be awarded nominal damages for this particular piece of property. *Held,* that, although the city's street easement extended to the navigable water, it had no right to erect such a wharf, and consequently defendant should be given substantial damages for it. *In Re Main Street in City of New York* (N. Y. 1915) 110 N. E. 176.

The question of whether or not a city having a right of way running down to a river may build a dock at the end of that right of way is one which has arisen in but few cases. It has been held that, since such an easement extends out to the middle of the stream, the easement carries with it the right to build a dock. *Williams* v. *Intendant and Town Council of Gainesville,* 150 Ala. 177, 43 So. 209; *Backus* v. *City of Detroit,* 49 Mich. 110. There is a dictum to this effect in *City of Galveston* v. *Menard,* 23 Tex. 349. That such a right does not exist, is held in *In Re Cramps Appeal,* 13 Phila. 16. It would seem that the former rule were the better one. It has been held that a public right of way down to a stream gives the public an easement over the adjoining water and submerged land to the middle of the river, and hence the public has the right to use the terminus of the right of way as a ferry landing. *Mills* v. *Learn,* 2 Ore. 215; *Patrick* v. *Ruffners,* 2 Rob. (Va.) 209; *Peter* v. *Kendal,* 6 Barn. & Cress. 703. It would seem but a proper further step to hold that the public has a right under the circumstances to erect a dock as a means, not of crossing the stream, but of access to the stream, which also is a public highway.

MARRIAGE—NECESSITY FOR COHABITATION AFTER COMMON-LAW MARRIAGE.—Where a marriage was invalid as a statutory marriage because performed under a void license, and such attempted marriage, though made *per verba de praesenti,* was not consummated by cohabitation. *Held,* not a valid common law marriage, though common law marriages are good in the state. *Herd* v. *Herd* (Ala. 1915) 69 So. 885.

The rule as to the necessary elements of a common-law marriage is generally stated somewhat as follows: "A valid common-law marriage may be constituted by a mutual agreement between the parties * * * whereby they presently undertake and contract to be husband and wife * * * and thereupon assume their marital duties and cohabit together." 26 Cyc. 838; *Williams* v. *Kilburn,* 88 Mich. 279; *Shorten* v. *Judd,* 60 Kan. 73; *Tartt* v. *Negus,* 127 Ala. 301; *Hutchison* v. *Hutchison,* 196 Ill. 432; *Van Tuyl* v. *Van Tuyl,* 57 Barb. 235; *Univ. of Mich.* v. *McGuckin,* 64 Neb. 300; *Adger* v. *Acker-*